

After recording return to:

City of Sedro-Woolley  
ATTN: Finance Department  
325 Metcalf Street  
Sedro-Woolley, WA 98284

Document Title: Sanitary Sewer General Facilities Charge Installment Agreement and Promissory Note

Grantor: Douglas & Debra Lancaster

Grantee: City of Sedro-Woolley, a municipal corporation

Tax Parcel: P37356 Address: 210 W. Nelson St

**Legal:**

(0.4000 ac) TAX 8B W 80FT OF E 205FT OF S 220FT OF SW1/4 SW1/4

24/35/04

**SANITARY SEWER GENERAL FACILITIES CHARGE INSTALLMENT AGREEMENT AND PROMISSORY NOTE**

Whereas, the City of Sedro-Woolley is authorized by RCW 35.67.360 to “assist the owners of structures or equipment in financing the acquisition and installation of materials and equipment, for compensation or otherwise, for the conservation or more efficient use of storm water or sewer services in such structures or equipment,” and

Whereas, the City of Sedro-Woolley adopted ordinance 1918-19 which is codified as Section 13.16.150 of the Sedro-Woolley Municipal Code, and

Whereas, SWMC 13.16.150 allows utility customers who are the owners of an existing property located within the city limits to connect to the sewer system following the partial payment of the sewer general facilities charges, special connection fees and with the execution of this agreement and promissory note, and

Whereas, Grantor(s) wish to enter into this agreement with the City of Sedro-Woolley under the terms and conditions identified herein, now, therefore, it is agreed as follows:

1. The property to be connected to the City of Sedro-Woolley’s sanitary sewer system is an existing structure located within the city limits at 210 W. Nelson St, Sedro-Woolley, Washington.

2. **Grantor(s)** is/all the legal owners of the property legally described as:

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And commonly known as 210 W. Nelson St, Sedro-Woolley, Washington.

3. Obtain a permit to connect to the sewer system within one hundred eighty days of this notice; payment of the standard capital facilities charge of **\$6,995.00** (SWMC Chapter 13.16.035), the W. Bennett St, W. Nelson St, Batey St, Robinson St and Borseth Street Sewer Utility Connection fee of **\$3,450.00** (Ordinance No. 1918-19) plus inspection fee of **\$50.00**, for a total of **\$10,495.00**, with the connection to be completed within six months of obtaining the permit.

Recording fees to Skagit County Auditor will be paid directly to them. (A Check for \$200.00 must be collected at time of recording.)

Sub-total of seven thousand six hundred ninety dollars (\$7,690.00).

Decommissioning an existing septic system results in a credit of two thousand eight hundred fifty five and 00/100 dollars (\$2,855.00); Plus a fifty dollar (\$50.00) inspection fee.

Less credit two thousand eight hundred and fifty five and 00/100 dollars (\$2,855.00) for disconnecting and permanently decommissioning your existing septic system (SWMC Chapter 13.16.140), plus a decommissioning inspection fee of \$50.00, reducing your total to \$4,240.00, with the connection and decommissioning to be completed within six months of obtaining the permit.

4. Ten percent (10%) of the total amount due is required upon execution of this agreement and promissory note. That amount is seven hundred and sixty nine dollars (\$769.00), monthly payments of approximately \$106.81 for seventy two months. This payment is in addition to the basic monthly sewer service charge, currently \$63.45 per single dwelling unit per month (SWMC Chapter 13.30).
5. The remaining balance shall be paid in accordance with this agreement and promissory note as detailed herein.
6. Any unpaid balance must be paid in full upon the following conditions:
  - A. Sale or transfer of ownership of the property, or
  - B. Development of the property which includes any improvement that exceeds fifty percent (50%) of the value of the property or any subdivision or increase in the intensity of the use of the property.
7. Delinquent payments of general facilities charges and/or special collection charges under this agreement and promissory note or otherwise unpaid general facilities charges and/or special collection charges are a lien upon the property described herein as provided in RCW 35.67.220, enforceable in accordance with RCW 35.67.220 through RCW 35.67.280.
8. FOR VALUE RECEIVED AND AS AUTHORIZED BY THE CITY OF SEDRO-WOOLLEY MUNICIPAL CODE CHAPTER 13.16, Douglas & Debra Lancaster "Makers" promise to pay to the City of Sedro-Woolley, a Washington municipal corporation, hereinafter "Holder" or order at 325 Metcalf Street, Sedro-Woolley, Washington 98284, or other such place as may be designated by the Holder from time to time, the principal sum of seven thousand six hundred and ninety dollars (\$7,690.00), with interest thereon from the 25<sup>th</sup> day of March 2019, on the unpaid principal at the rate of four percent (4.0%) per annum as follows:
  - A. **INSTALLMENT PAYMENTS:** Maker shall make monthly installments in the minimum amount of \$106.81 until paid in full. (NOTE: Amortization period may not exceed 72 months). Monthly payments shall be paid no later than the 25<sup>th</sup> day of each month beginning on the 25<sup>th</sup> day of March 2019. Payments made after the 25<sup>th</sup> day of each month are subject to a late payment fee of \$50.00.
  - B. **DUE DATE/ACCELERATION:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full no later than seventy two (72) months from the date of this Note and or any change in conditions as identified in Paragraph 6 herein.
  - C. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (12%) per annum OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
  - D. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
  - E. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
  - F. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
  - G. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
  - H. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

I. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.

J. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

K. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.

L. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

M. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower, Payer or Property Owner and the word Holder shall be construed interchangeably with the words Lender, Payee or City. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

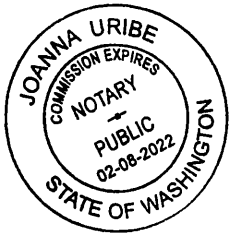
Property Owner(s) (signatures) \_\_\_\_\_ For the City of Sedro-Woolley  
*[Signature]* \_\_\_\_\_, Mayor  
*[Signature]* \_\_\_\_\_ ATTEST: \_\_\_\_\_, Finance Director

Maker's address for all notices given by Holder under this Note: 210 W. Nelson St, Sedro-Woolley, WA 98284.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF FINAL )

I certify that I know or have satisfactory evidence that **Douglas & Debra Lancaster** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 14<sup>th</sup> day of March, 2019.



*[Signature]*  
Joanna Uribe (Printed Name)  
NOTARY PUBLIC in and for the State of  
Washington residing at: Sedro-Woolley. My Commission  
expires 2-8-22